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REMARKS

This is a full and timely response to the final Official Action mailed July 19, 2006.

Reconsideration of the application in light of the following remarks is respectfully requested.

Claim Status:

Claims 1-26, 31-33 and 37 and have been cancelled previously without prejudice or disclaimer. Thus, claims 27-30, 34-36 and 38-53 are currently pending for further action. No amendments are proposed by the present paper.

Allowable Subject Matter:

In the final Office Action, the Examiner kindly indicated that claims 29, 40-42 and 50-52 contain allowable subject matter. Applicant wishes to thank the Examiner for this indication of allowable subject matter.

Prior Art:

In the present application, Applicant claims a vehicle storage box. One significant advantage of Applicant's box is the ability of its lid coupler to engage the lid of the box while the lid is still in an opened position, i.e., before the lid is fully closed. As explained in Applicant's specification, "[l]id actuator 22 is constructed to rotate substantially 180 degrees about bolt 36. The need to rotate substantially 180 degrees is a function of hooking cam 45. *To enable the user to hook lid latch 24 while lid 14 is still in an opened position*, and to then rotate lid actuator 22

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to its final position wherein lid latch 24 completely tracks [within] cam 47 pulling lid 14 *to a closed and secured position.*" (Applicant's specification, paragraph 0039) (emphasis added).

Thus, as defined in Applicant's specification, an "opened position" includes a position in which the lid is not fully closed, but is within reach of the hooking cam 45 which then hooks lid latch 24 to track the lid to "a closed and secured position." (Applicant's specification, paragraph 0039). Moreover, common sense would indicate that the lid can be in one closed position or in any of a number of opened positions where the lid is not closed.

In contrast, none of the cited prior art references teach or suggest a lid coupler that engages the lid when the lid is still in a partially opened position. As Applicant has previously demonstrated, each and every one of the cited prior art references teach that the lid must be closed before a lid coupler can engage and secure the lid.

Claims 27, 28, 30, 34 and 53 were rejected under 35 U.S.C. § 102(b) as anticipated by U.S. Patent No. 4,363,226 to Remington et al. ("Remington"). This rejection is respectfully traversed for at least the following reasons.

Claim 27 recites:

A vehicle storage box, comprising:

- a) a base structure;
- b) a lid, pivotally connected to the base structure, shaped to enclose the base structure; and
- c) a lid coupler comprising a first and second adjustable lid actuator and a first and second adjustable lid latch, connected to the lid and the base structure, shaped to releasably couple the lid to the base structure, the lid coupler having a first coupling position occurring when the lid is in an opened position;
- d) *the lid actuator including a hooking cam to engage the lid latch while the lid is in an opened position* such that, as the lid actuator is rotated, the lid latch tracks along the hooking cam of the lid actuator while the lid is pulled down; and
- e) the first and second lid actuators being coupled together by a cable and pulley system wherein a pulley is coupled to each of the lid actuators and connected by a cable

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for simultaneous operation of the first and second lid actuators.
(emphasis added).

In contrast, Remington does not teach or suggest the claimed hooking cam that engages the lid latch while the lid is in an opened position. Remington teaches a latching system for luggage. As best seen in Fig. 3 of Remington, the lid latch (42) cannot be engaged by cam (38) unless the lid is in a closed position.

In the recent final Office Action, the Examiner states that "Remington teaches the hook portion at 38, portion 42 can be positioned to be engaged with distal portion hook portion 38 so that the lid is slightly closed similar to that of applicant." (Action of 7/19/06, p. 5). However, the Action appears to be misreading Remington.

Remington clearly states that the lid of the luggage is closed before the latches are engaged. "The latches have hook portions 38 and 40 adapted to engage posts 42 of the respective hasps. The lock and actuator assembly 20 includes a manual actuator 44 for effecting swiveling movement of latch 34 (and through the drive mechanism corresponding movement of latch 36) and a combination lock 46 for locking the actuator and latches in position when the case is closed." (Remington, col. 4, lines 7-14). Moreover, one of skill in the art looking at Fig. 3 of Remington can clearly see that the lid must be fully closed before the hook portions (38) can engage the posts (42). If the lid were in anything other than a fully closed position, the crook of the hook (38) would not engage the post (42).

Remington, and the other prior art references of record, fail to teach or suggest the claimed "lid actuator including a hooking cam to engage the lid latch while the lid is in an

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opened position.” (Emphasis added). Moreover, the final Office Action utterly fails to indicate credibly how or where such subject matter is taught by the cited prior art, particularly Remington.

"A claim is anticipated [under 35 U.S.C. § 102] only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987) (emphasis added). See M.P.E.P. § 2131. For at least this reason, the rejection of claim 27 and its dependent claims based on Remington should be reconsidered and withdrawn.

Independent claim 53 similarly recites:

A vehicle storage box, comprising:
a base structure;
a lid, pivotally connected to the base structure; and
a lid coupler configured to releasably couple the lid to the base structure, *the lid coupler having a first coupling position in which the lid coupler engages the lid when the lid is in an opened position.*
(emphasis added).

As demonstrated above, Remington does not teach or suggest a "lid coupler having a first coupling position in which the lid coupler engages the lid when the lid is in an opened position." (emphasis added). For at least this reason, the rejection of claim 53 based on Remington should also be reconsidered and withdrawn.

Claims 35 and 36 were rejected under 35 U.S.C. § 102(b) as anticipated by U.S. Patent No. 1,155,447 to Saunders ("Sanders"). For at least the following reasons, this rejection is respectfully traversed.

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Claim 35 recites.

A storage box for use with vehicles comprising:

a) a base structure;

b) a lid, pivotally connected to the base structure, shaped to enclose a portion of the base structure; and

c) lid coupling means, connected to the lid and the base structure, for releasably coupling the lid to the base structure, and *having a first coupling position occurring when the lid is in an opened position*; and

d) the lid coupling means including a lid latch coupled to the lid, and means, rotatably coupled to the base structure, *for engaging and latching the lid latch while in the first coupling position*; and

e) the means for engaging and latching the lid latch including a hooking cam for facilitating closing and securing the lid to the base structure, *the hooking cam on a lid actuator engages the lid latch while the lid is in an opened position* such that, as the lid actuator is rotated, the lid latch tracks along the hooking cam of the lid actuator wherein the lid is pulled down, the lid being securely closed upon complete travel of the lid latch along the hooking cam; *wherein the lid actuator rotates substantially 180 degrees along the hooking cam such that the lid latch is forced through cam action motion*.

(emphasis added).

As noted above, the prior art does not teach or suggest a lid coupled means comprising a hooking cam that engages a lid latch while the lid is still in an opened position. In this regard, Saunders teaches a "shipping can" with a latch (11) that includes an "eccentric portion" (14) that engages a "lug" (10) of the lid (6). However, as is perfectly clear from Saunders Figs. 1 and 3, the latch (11, 14) cannot engage the lug (10) unless the lid (6) is closed. Consequently, Saunders, like Remington above, fails to teach or suggest the claimed hooking cam on a lid actuator that "engages the lid latch while the lid is in an opened position."

Additionally, claim 35 recites that the lid actuator rotates substantially 180 degrees to move the hooking cam. According to the Office Action, "it is submitted that the curve portion 14 is about 180 degrees. Thus portion 10 can travel 180 degrees as claimed, depending on the rotating closing." (Action of 2/22/06, p. 2). This is clearly incorrect.

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Firstly, lug (10) is part of the lid (6) and does not move except with opening of the lid (6). Latch (11) rotates to move the eccentric portion (14) around the lug (10) to seal the lid (6). However, the latch (11) does not rotate 180 degrees. Rather, the lid (6) is released if the latch (11) is move only 90 degrees as is evident from Saunders' Fig. 3. Moreover, the lip (9) of the lid (6) will prevent the latch (11) from moving a full 180 degrees.

Thus, with regard to claim 35, Saunders does not teach or suggest the claimed hooking cam that engages the lid latch while the lid is in an opened position and also does not teach or suggest the claimed lid actuator that rotates substantially 180 degrees. Again, "[a] claim is anticipated [under 35 U.S.C. § 102] only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987) (emphasis added). See M.P.E.P. § 2131. For at least this reason, the rejection of claims 35 and 36 based on Saunders should be reconsidered and withdrawn.

In addition to the rejection under Remington above, claim 53 was further rejected under 35 U.S.C. § 102(b) as anticipated by any one of three other prior art references: (1) U.S. Patent No. 532,067 to Howe ("Howe"), (2) U.S. Patent No. 2,708,302 to Wilkirson ("Wilkirson") or (3) U.S. Patent No. Re 16,643 to Luce ("Luce"). For at least the following reasons, this rejection is also respectfully traversed. Again, independent claim 53 recites:

A vehicle storage box, comprising:
a base structure;
a lid, pivotally connected to the base structure; and

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a lid coupler configured to releasably couple the lid to the base structure, *the lid coupler having a first coupling position in which the lid coupler engages the lid when the lid is in an opened position.*
(emphasis added).

In contrast, Howe, Wilkirson and Luce, like all the other prior art references of record fail to teach or suggest the claimed lid coupler having a first coupling position in which the lid coupler engages the lid when the lid is in an opened position, as recited in claim 53.

Looking at Howe, it is perfectly clear from Fig. 2 of Howe, the latch C cannot engage unless the lid of the box is in a fully closed position. Wilkirson teaches a casket sealing system. As seen in Wilkirson's Fig. 3, the casket lid must be closed prior to engagement of the latches (50). Please refer also to Wilkirson's Fig. 13. Luce teaches a locking system for a trunk. As seen in Luce's Figs. 6 and 7, the lid of the trunk must be closed before the latches for the lid are engaged.

Thus, as stated before, none of the prior art reference cited teach or suggest the claimed lid coupler having a first coupling position that occurs when the lid is still in an opened position. Again, "[a] claim is anticipated [under 35 U.S.C. § 102] only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987) (emphasis added). See M.P.E.P. § 2131. For at least this reason, the rejection of claim 53 based on Howe, Wilkirson or Luce should be reconsidered and withdrawn.

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Claims 35, 36, 38, 39, 43-49 and 53 were rejected as anticipated under 35 U.S.C. § 102(b) by U.S. Patent No. 460,437 to Grove. This rejection is respectfully traversed for at least the following reasons.

As noted above, claim 35 recites:

A storage box for use with vehicles comprising:

- a) a base structure;
- b) a lid, pivotally connected to the base structure, shaped to enclose a portion of the base structure; and
- c) lid coupling means, connected to the lid and the base structure, for releasably coupling the lid to the base structure, and *having a first coupling position occurring when the lid is in an opened position*; and
- d) the lid coupling means including a lid latch coupled to the lid, and means, rotatably coupled to the base structure, *for engaging and latching the lid latch while in the first coupling position*; and
- e) the means for engaging and latching the lid latch including a hooking cam for facilitating closing and securing the lid to the base structure, *the hooking cam on a lid actuator engages the lid latch while the lid is in an opened position* such that, as the lid actuator is rotated, the lid latch tracks along the hooking cam of the lid actuator wherein the lid is pulled down, the lid being securely closed upon complete travel of the lid latch along the hooking cam; *wherein the lid actuator rotates substantially 180 degrees* along the hooking cam such that the lid latch is forced through cam action motion.

(emphasis added).

As above, Grove does not teach or suggest the claimed lid coupling means having a first coupling position occurring when the lid is in an opened position. As seen in Grove's Fig. 3, the lid would have to be closed before the lower section (B²) can be rotated downward to the position shown in Fig. 1 to engage the upper section (B') and secure the lid of the box. Thus, Grove, like all the other prior art references cited fails to teach or suggest the claimed hooking cam that engages the lid latch while the lid is in an opened position.

Additionally, as noted above, claim 35 recites "the lid actuator rotates substantially 180 degrees along the hooking cam such that the lid latch is forced through cam action motion." In

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contrast, Grove does not teach or suggest a hooking cam that forces a lid latch through a cam action motion. Rather, in Grove, the upper section (B') is moved into the bends (b³) of the lower section (B²) and retained there when the lower section (B²) is rotated downward. Thus, Grove does not teach or suggest the claimed lid actuator that rotates substantially 180 degrees along the hooking cam such that the lid latch is forced through cam action motion.

Again, "[a] claim is anticipated [under 35 U.S.C. § 102] only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987) (emphasis added). See M.P.E.P. § 2131. For at least this reason, the rejection of claim 35 based on Grove should be reconsidered and withdrawn.

Claim 43 recites:

A vehicle storage box, comprising:
a) a base structure;
b) a lid, pivotally connected to the base structure, shaped to enclose the base structure; and
c) a lid coupler, connected to the lid and the base structure, shaped to releasably couple the lid to the base structure, *the lid coupler having a first coupling position occurring when the lid is in an opened position*, the lid coupler including an adjustable lid actuator and an adjustable lid latch, *each rotatable in a common plane substantially parallel to a front of the base structure*.
(emphasis added).

As demonstrated above, Grove does not appear to teach or suggest the claimed lid coupler having a first coupling position occurring when the lid is in an opened position. Moreover, Grove clearly does not teach or suggest a lid actuator and lid latch "each rotatable in a common plane substantially parallel to a front of the base structure." To the contrary, the elements of

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Grove's latch rotate in planes that are perpendicular to the front of the box structure. This is seen clearly in Fig. 3. Consequently, Grove does not teach or suggest, and actually teaches away from, the claim lid actuator and lid latch "each rotatable in a common plane substantially parallel to a front of the base structure."

Again, "[a] claim is anticipated [under 35 U.S.C. § 102] only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987) (emphasis added). See M.P.E.P. § 2131. For at least this reason, the rejection of claim 43 based on Grove should be reconsidered and withdrawn.

Independent claim 53 recites:

A vehicle storage box, comprising:
a base structure;
a lid, pivotally connected to the base structure; and
a lid coupler configured to releasably couple the lid to the base structure, *the lid coupler having a first coupling position in which the lid coupler engages the lid when the lid is in an opened position.*
(emphasis added).

As demonstrated above, Grove does not appear to teach or suggest the claimed lid coupler having a first coupling position occurring when the lid is in an opened position. Moreover, Grove does not teach or suggest a "first and second adjustable actuator" and a "first and second adjustable lid latch," as claimed. To the contrary, Grove merely teaches a single upper section (B') cooperating with a single lower section (B²) to latch the box lid. Grove's system does not including first and second actuators or first and second lid latches that together form a lid coupled that couples in a first coupling position when the lid is still in an opened position.

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Again, "[a] claim is anticipated [under 35 U.S.C. § 102] only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987) (emphasis added). See M.P.E.P. § 2131. For at least this reason, the rejection of claim 53 based on Grove should be reconsidered and withdrawn.

Claim 49 was rejected under 35 U.S.C. § 103(a) over the combined teachings of Grove and Howe. This rejection is respectfully traversed for at least the same reasons given above with respect to claim 43.

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Conclusion:

For the foregoing reasons, the present application is thought to be clearly in condition for allowance. Accordingly, favorable reconsideration of the application in light of these remarks is courteously solicited. If any fees are owed in connection with this paper that have not been elsewhere authorized, authorization is hereby given to charge those fees to Deposit Account 18-0013 in the name of Rader, Fishman & Grauer PLLC. If the Examiner has any comments or suggestions which could place this application in even better form, the Examiner is requested to telephone the undersigned attorney at the number listed below.

Respectfully submitted,

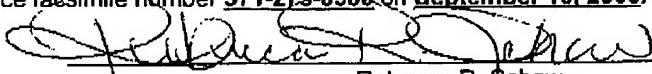

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